



## **PUBLIC SAFETY COMMITTEE MEETING MINUTES May 15, 2014**

### **I. CALL TO ORDER –**

Supervisor Ken Fletcher called the meeting to order at 4:08 p.m.

Members Present: Supervisor Ken Fletcher and Clerk Mary Clark

Members Absent: Trustee Karen Mojica

Staff Present: Deputy Township Manager Jen Roberts, Finance Director Jeff Anderson, Chief John Clark, Assistant Chief Mike Roman, and Lt. Jeff Campbell

### **II. PUBLIC COMMENT – None**

### **III. SET/ADJUST AGENDA –**

Motion made by Mary Clark to approve the agenda as presented. Ken Fletcher seconded the motion. All agreed. Motion carried.

### **IV. SET/ADJUST APRIL 17, 2014 MINUTES –**

Motion made by Mary Clark to approve the April 17, 2014 minutes as presented. Ken Fletcher seconded the motion. All agreed. Motion carried.

### **V. ITEMS OF DISCUSSION –**

#### **Manager's Response to Concerns Raised by the Firefighters Union at the April 17, 2014 Meeting –**

Richard Watkins provided the Committee with an overview of what transpired from the time of the original Looking Glass Regional Fire Authority Agreement (LGRFA) to date. This overview included the following items:

- Original agreement is for one firefighter and one part-timer to service their needs.
- When we started the agreement, the Chief talked with me about having an Engineer at LGRFA instead of just a Paramedic/Firefighter, and we agreed at that point to have an Engineer there instead of a Paramedic.
- Chief had a verbal understanding with the Union that an Engineer would be okay, even though they wanted a Lieutenant. After approximately a month and a half the agreement was started, Bob Lane worked a shift at LGRFA and filed a grievance with regard to getting Lieutenant's pay. I

then met with the Union, and Bob pointed out that the agreement says this, but I pointed out that another provision in the agreement says this, "if you want me to live with the agreement, I will live with it." They did grieve it, but we turned it down because of time limits, but they then filed for arbitration. At that point I had made some changes according to the agreement, which I said I would make, and the Union agreed with the changes. We paid 20 days of pay, for the period of time we weren't totally meeting the contractual language, and they dropped the grievance, because we were meeting the contract language completely. The arbitration was dropped. We have a letter from the Union stating that. It wasn't like we turned them down and turned them away, we actually came to an agreement with the Union itself.

- There is an Assistant Chief at LGRFA during the day. They made claims that I approved having Lieutenants there and that I backed out at the last minute, which is not the case. I never ever said I approved. The Chief came to me with some ideas, and I said I would consider them, but I never approved or changed my mind as far as this goes.
- In the letter they also claimed we did testing for the Lieutenants position at LGRFA, and I changed my mind and reneged at the last minute. The testing was done to replace Mike's position, when we promoted him to Assistant Fire Chief. This testing was not done to promote those three and at the last minute we said no. Those were never approved, so it leads you to believe in the letter that I backed down, which I didn't.
- The letter mentions span of control. I look at one full-time person and one part-time person at a station. Span of control with a Lieutenant over one part-time person is just a little bit of a stretch to me that we use span of control to justify that. If there is a need safety wise, that's one thing. I don't see it as a safety issue, and have never been convinced of that, because #1. Mike is there a lot of the time, and #2. the Chief is there, or someone is there, when there is a situation shortly thereafter.

Ken Fletcher asked if they were asking for a Lieutenant to be added to the Engineer and part-timer, or were they asking for the Lieutenant to replace the Engineer.

Richard Watkins replied "The Lieutenant to replace the Engineer." They need a Lieutenant up there over a part-time firefighter. The grievance said that it would cost a difference of about \$.26 cents an hour. Jeff Anderson calculated this out and it is about \$4,000 per. \$12,000 total if we had Lieutenants at LGRFA instead of how we do it now, which is a little bit more than \$.26 cents an hour. A permanent person would be about \$4,000 each. The agreement calls for a Firefighter as I said, and LGRFA has continually and emphatically said they will not pay for a Lieutenant up there. They don't believe it is necessary.

Mary Clark asked if Delta Township pays the difference between a Firefighter/ Paramedic and an Engineer.

Richard Watkins stated yes we do, and it is about \$1,000 a year per, so we have gone the extra mile by doing that, and they want us to go the extra, extra mile. The letter states that I decided against their objections, that we would have an Engineer up there over a Lieutenant to save money. It is totally the opposite, we spent extra over what we were required in an agreement Chief reached with LGRFA, and they agreed to this at that point. I didn't, all of a sudden at the last minute, say we are only going to have an Engineer up there, and not a Lieutenant, which the letter leads you to believe. I have always promised the Board that we wouldn't spend Delta Township's money to provide LGRFA service. I am trying to do that, in the way we operate up there. I am continuing to keep to that, and if we continue to throw extra money at it, I believe that I am not meeting what I promised the Board when we adopted the agreement.

**Calls.** In 2013 we had a total of 690 calls in LGRFA, of that 338 were ambulance calls and we had 3 working fires the whole year. There were other calls, e.g., false alarms, which make up the totals. I look at the data, and the call volumes, which shows pretty low usage. I believe that the way we have it structured should handle this call volume. I don't feel this is the place to have these type of discussions with the Union. I will say, the Union has asked for better training over the last year and a half, they asked for more input, they asked for more consistency in the way we operate, they asked to integrate station 2 into our services, and they have all been done. They have asked for certain things, and we have responded to those items. It is not like we haven't done anything. This one issue that they refer to on the Lieutenant keeps coming up, and we just disagree. We also allow Union personnel to come back on light duty, for non-duty injuries, so they don't have to use up their sick time. According to them we are totally bad guys, but I don't believe that is the case. In the letter, they talk about the current staffing solution. They said it's a punitive measure. They demanded that I abide by the contract. I did. They just didn't like the way I abided by the contract, because the section I used they didn't like.

**Routinely Places Non-Qualified Personnel in Supervisory Roles.** If you look at Station 3 operations and the amount of calls there, Engineers are probably put in a situation way more often than they would be put into at Station 2, because of the amount of calls at Station 3 and the small amount at Station 2.

**Implies Tacit Agreement with Union Allegations while Devaluing Employees.**

I never once agreed to a Lieutenants position at LGRFA. The Union has had discussions with the Chief, and we have talked over different issues with the Chief. I have never changed my position once, so they do not have my tacit agreement at all.

**Corrective Actions Demanded Lieutenants Positions at LGRFA and any Future Stations.** Chief and I have talked about this in the past, and he has kind of gone away from this theory. We have talked about having an ambulance down

in the Industrial area where we have more calls. This would mean we would have an ambulance sitting there with an officer and one other person. To me that doesn't make sense, when you have all Chiefs and not many Indians it is a little bit of a stretch.

**A Permanent Line to the Township Board.** This is one of the corrective actions that they are demanding in the letter. If they don't like something they would like to go directly to the Board. To me this would be complete chaos. It would be awfully hard for the Chief, Assistant Chief, or myself to manage. If they don't like a decision that is made they get to go directly to the Board. I don't mind if they go directly to the Board to tell them how incompetent I am in my decision making, but bringing it to one of these sessions and talking about these issues at these meetings, I just don't agree.

Ken Fletcher stated that they weren't happy that the original agreement was granted without their input.

Chief Clark indicated that the implementation of the original agreement didn't go as smoothly as it could have. We learned a lot of things since then. When we looked at Grand Ledge as a possibility, we drastically changed how it was going to go. I don't disagree about putting a Lieutenant at LGRFA. I brought Richard along because I thought we had a way to fund it, but we didn't. I made a mistake, and I have owned up to that. We had a gentleman's agreement by putting the Engineer at LGRFA, we knew we were funding that separately, that was how we solved that. It didn't mean that we would never put a Lieutenant up there.

Mary Clark asked under what circumstances we would potentially staff LGRFA with a Lieutenant.

Chief Clark stated if it was structured the way Station 3 is, and the call volumes increase to that point, it would become a necessity. These are discussions we can have in the future with LGRFA (Watertown and Eagle) about funding, and if we could actually merge their vehicles at Station 2, but these will come with growth.

A discussion on future area growth, run volumes, and manpower needs at Station 2 followed this update.

### **Delta Patrol Report, Lt. Jeff Campbell –**

#### **a. Fireworks Update**

Lt. Jeff Campbell provided an overview of the upcoming Fireworks event.

Discussions on the following items ensued:

- Parking permits
- VIP parking
- Control of the entrances
- Perimeter inspections

- Policy will be in place with regard to searches
- 20 Security Individuals from DK Security will be there to assist – cost of \$2,100
- Mounted patrols from Kalamazoo County & Delta Township
- State Police have not responded with numbers yet
- East Lansing is sending six officers free of charge
- Asked for some help from Charlotte, Grand Ledge and Eaton Rapids and is still awaiting a response
- Changes to traffic plan for the event
- Two transport vehicles this year versus one last year
- Alcohol not prohibited
- Firearms may not be prohibited in the parks if carried legally
- Vendor permits
- Signage
- Rain Date - there are no planned rain dates

**b. School Resource Officer**

Lt. Jeff Campbell reported he had received an email this morning, from Waverly Schools Superintendent Terry Urgardt, with regard to a school Resource Officer. In this email the Board of Education stated that they are very interested in the School Resource Officer concept, but financing may be a different story. They are waiting for the Township Board's position, and Lt. Campbell requested direction as to where he should go from here.

Richard Watkins suggested that he meet with Terry Urgardt next week to discuss this subject. All agreed that this should be the next plan of action.

**Delta Fire Report, Chief John Clark –**

- Chief Clark reported that everything is going smoothly. He then provided information on possible options for residential Knox boxes, which was information. A handout was provided to all members of the committee.

A discussion followed with everyone agreeing that residents should be provided the information, with their options to purchase and install the type of Knox box they prefer. The Fire Department should not install these Knox boxes for liability reasons.

A discussion on how to inform the public of these options was also discussed. A suggestion was made to place this information on Delta Township's website, to make the public aware of their options. All agreed.

**V. Other Business –**

Next meeting scheduled for June 19, 2014 at 4:00 p.m.

**VI. ADJOURNMENT**

Supervisor Fletcher adjourned the meeting at 5:24 p.m.